

Ordinances & Administration Committee
 Tuesday, December 2, 2019 – 6:00 p.m.
1st Fl. Council Conference Room - City Hall
 -Minutes-

Present: Chair, Councilor Steve LeBlanc; Vice Chair, Councilor Jamie O’Hara; Councilor Sean Nolan
Absent: None.

Also Present: Councilor Hecht; Joanne Senos; Jim Destino; Chip Payson; Larry Ingersoll

The meeting was called to order at 6:00 p.m.

1. Appointments:

Animal Advisory Committee	Lynn R. Jackson (DVM) (Cont’d from 11/18/19)	TTE 02/14/23
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Councilor LeBlanc mentioned that the Animal Advisory Committee, now well established, needs to look beyond dog issues and focus on the well-being of all animals in the city, livestock, wild animals and birdlife -- the bigger picture. He highlighted that Dr. Jackson has great experience and broader qualifications that will be an asset to that Committee and welcomed her.

Councilor Nolan voiced his agreement that Dr. Jackson’s knowledge of all animals is a great asset, with **Councilor O’Hara** adding his thanks to Dr. Jackson for stepping forward.

COMMITTEE RECOMMENDATION: On a motion by Councilor O’Hara , seconded by Councilor Nolan, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council appoint Lynn R. Jackson, DVM, to the Animal Advisory Committee, TTE 02/14/23.

Human Rights Commission	Toni Borge	TTE 02/14/22
	Amanda Kesterson (Cont’d to 01/06/20)	TTE 02/14/21

Ms. Borge noted she is a Gloucester born and raised resident, a graduate of GHS, class of 1972, who spent years in the Peace Corps, working in Washington, DC for a number of years; and then served as the Adult Education Director for Bunker Hill College, and now recently retired. She advised that her philosophy of service is to offer support to people who often have no voice, or are new immigrants who are uncomfortable speaking up for themselves, in order to be represented. Mentioning her family’s background involvement in unions, she advised that growing up in Gloucester she understood that the city had always embraced differences with many residents’ grandparents and parents didn’t speak English, and that was just the way it was. She added that this is an opportunity, now that she’s retired, to allow her to give back to the city.

Councilor LeBlanc advised he was satisfied with Ms. Borge’s qualifications, saying that the Human Rights Commission is intended to be a bridge for bringing people together – whether they are disabled, immigrants, regardless of political leanings -- that there is a broad picture to be painted with the revitalized Commission. He then read from the revised Code of Ordinance section on the Human Rights Commission as to its policy, illustrative of the broad nature of the Commission’s purpose.

Councilor O’Hara thanked Ms. Borge for stepping forward to volunteer, and for her past service in the Peace Corps, with **Councilor Nolan** adding that Ms. Borge’s appointment will be good for the Commission, whose intent is to serve the needs of the city’s underserved residents.

COMMITTEE RECOMMENDATION: On a motion by Councilor O’Hara, seconded by Councilor Nolan, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council appoint Toni Borge to the Human Rights Commission, TTE 02/14/22.

Gloucester Disabilities Rights Commission Michael McDermott	TTE 02/14/23
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Mr. McDermott reviewed that he is a Special Education Teacher working for the SEEM Collaborative, Stoneham, MA, but working in a High School in Wakefield, for issues of employment and getting students ready for independent living. He indicated that the description of the Disability Rights Commission highlighted many of the issues he currently works on and wanted to find a way to give back to the city. He noted he and his family moved to the city when his son was born. He pointed out that he and his wife were assisted through the city by a first-time homebuyers program. He expressed a desire to serve the city that helped his family to be able to live in the community.

Councilor LeBlanc conveyed that Mr. McDermott was a good fit for the Disabilities Rights Commission given his professional background. **Councilor O'Hara** thanked Mr. McDermott for working as a Special Education teacher, saying he'll be a good addition to the Disability Rights Commission, with **Councilor Nolan** conveying his approval as well.

COMMITTEE RECOMMENDATION: On a motion by Councilor O'Hara, seconded by Councilor Nolan, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council appoint Michael McDermott to the Gloucester Disabilities Rights Commission, TTE 02/14/23.

2. Memorandum from General Counsel re: Inter-Municipal Agreement between Gloucester and Essex regarding the sale and purchase of wastewater treatment and disposal capacity

Chip Payson, General Counsel, reviewed as follows: In 1989 various state and federal agencies filed suit in federal court under the Clean Water Act to stop the overflow of storm drainage and household effluent into Gloucester Harbor and other bodies of water. While the suit was ongoing, Rockport and Essex were facing the same legal pressures as the city. A negotiated Inter-Municipal Agreements (IMA) was made to permit those two neighboring communities to connect to Gloucester's sewerage system, in essence the city coming to the aid of Rockport and Essex. In 2005 Gloucester, Essex and the various agencies entered into a superseding consent decree in the federal action that began in 1989 that required Gloucester to undertake a Combined Sewer Overflow (CSO) Plan and Project at a significant capital expense to improve the wastewater system by separating storm runoff from household effluent. The CSO plan required Essex and Rockport to pay a portion of the CSO costs. Essex protested and filed a lawsuit against Gloucester. The courts found in Gloucester's favor in 2012, requiring Essex to pay its share of the CSO costs as established in the IMA. In 2010 Gloucester approved the debt shift in which taxes would be assessed for payment of all existing combined CSO debt service charges and such additional taxes shall be on all real property. Due to the debt shift, Gloucester failed to collect Essex and Rockport's portion of the CSO debt. Realizing this, this Mayor and this CAO instructed the Legal Department to send letters to Essex and Rockport to bring their payments current, with Rockport agreeing to do so; Essex refused. In 2017 Gloucester sued Essex for breach of contract. In early 2019 Essex's legal counsel approached the city requesting mediation to which Gloucester agreed.

Jim Destino, CAO, advised that since 2017 when the city filed suit, it was two years of depositions. Saying that the Administration felt strongly about the case, he pointed out that the Town of Essex had signed an IMA that stated that Town would share any capital costs with the city. When the Kirk Administration shifted the debt they failed to collect those towns' share of the capital costs agreed upon in the IMA. He noted that the IMA is up for renewal in a couple of years. The mediation which transpired after the Town of Essex reached out was a one-day event with an outside consulting lawyer contracted to assist in mediating a deal. This deal, he conveyed, will last decades. The city asked that Essex comply with the IMA. The mediated agreement is that Essex will pay their share of the CSO debt totaling \$1.6 million and Rockport will pay their share to a lesser degree. It was pointed out that Essex has operational maintenance costs in their town for their sewer systems; Gloucester's sewer team doesn't cross the Essex town line to do that work. The city's rate is about \$14; Essex's rate is \$29 because of the extra costs incurred by doing work in their town. Gloucester and Essex agreed to a split rate reflective of the work being done -- a 14% reduction in the rate to Essex going forward with the institution of the new IMA.

Mr. Destino reviewed that the Administration is asking the Council to approve the amended IMA consisting of three elements:

- 1) The payment of \$1.64 million to Gloucester over next 25 years which has been approved by the Essex Board of Selectmen (starts July 1, 2020) for the Settlement Agreement;
- 2) That Essex will get a discounted rate, 14% off of Gloucester's rate; the term of the agreement lasts another 25 years. As to the 14% discount rate for Essex, and probably Gloucester will offer the same discount to Rockport in the spirit of fairness, this reflects is a good settlement for the city. As to the money, a 14% rate won't cost the city more money because the flow is small with Essex's flow capped at 3.12% with actual flow +/- 1% and that really won't change the rate. **Mr. Destino** advised it is a good deal for the city.
- 3) No matter what the capital costs are, Essex will pay 3.12% of all capital costs, and Rockport will also with a lesser share moving forward. There was mention of the looming secondary wastewater treatment project in the city's future which will be a great capital expense.

Councilor O'Hara asked if the \$65,000 annual Town of Essex payment will go into the Enterprise Fund. **Mr. Destino** confirmed it would to pay the debt down.

Councilor LeBlanc pointed out that as our neighbors they should work together. **Mr. Destino** commended the Selectmen of Essex for their work during the negotiations, reiterating that this is a fair deal.

Councilor Nolan expressed agreement, saying that Essex us our neighbors, a community where finances are tight so this should help them, and also mentioned the secondary wastewater treatment facility the city may face soon. He noted this

agreement will make a difference to the city's tax base, and that the settlement was fair giving Essex a 14% discount. He also commended the work of the city's negotiation team.

COMMITTEE RECOMMENDATION: On a motion by Councilor O'Hara, seconded by Councilor Nolan, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to recommend that the City Council ratify the Inter-Municipal Agreement with the Town of Essex, MA wherein the Town of Essex will purchase wastewater treatment and disposal and the City of Gloucester will supply the Town of Essex with wastewater treatment and disposal.

3. *CC2019-039 (LeBlanc): request review of GCO Ch. 21, "Streets, Sidewalks and Other Public Places" Art. V, "West Gloucester Firing Range" and whether certain sections of Art. V be amended*

Councilor LeBlanc conveyed that he and Councilor Nolan will hold a meeting with the neighbors of the West Gloucester Firing Range, with representatives of the Gloucester Police Department likely the middle of January.

This matter is continued to February 3, 2020.

4. *CC2019-038 (Hecht) Amend GCO Ch. 22 "Traffic and Motor Vehicles" Sec. 22-280 "Fifteen-minute parking" by DELETING "Prospect Street, easterly side, from a distance of 15' from its intersection with Friend Street in a southerly direction for a distance of 33''"; and amend Sec. 22-270 "Parking prohibited at all times" and Sec. 22-291 "Tow-away zones" by ADDING "Prospect Street, easterly side, from its intersection with Friend Street in a southerly direction to its intersection with Fears Court" (Continued from 11/18/19)*

Councilor Hecht offered that this was one issue that came out of a Ward 2 neighborhood meeting, and recently he received a call from the Chair of the Traffic Commission who informed him that this situation on and around 156 Prospect Street is a traffic hazard and that he's received complaints on it. He recounted that there are two parking spots (in front of 156 Prospect Street), with issues of visibility driving down Prospect Street. Having spoken to the Sunbanque owner, Glen Asaro, he put forward they can talk this through and come up with a solution satisfactory to everyone.

Councilor LeBlanc, acknowledging the presence of Larry Ingersoll, Traffic Commission member, advising he had attended the November 21st Commission meeting. He reported the Commission voted not to support the Council Order as written on a vote of 3 against and 2 in favor. **Mr. Ingersoll** added that a second vote was taken by the Commission on this matter 4 in favor, 1 opposed, that if these parking spaces were removed, it was suggest that the business owner pursue a request for a handicap parking space in front of his place of business. **Councilor LeBlanc** conveyed that the Chair of the Commission, Bob Ryan, has indicated that as written, Fears Court on the right hand side (facing 156 Prospect Street) is a private road owned partially by Mr. Asaro. Friend Street is on the left-hand side, so if they were to take 20 feet from each corner, there'd only be a 10 foot space between them – therefore, there shouldn't be any parking there at all. He reiterated the Commission voted against deleting the 15-minute parking but an amendment was made to recommend a handicap spot be put in place. He advised after speaking with Mr. Asaro he learned he wasn't in favor of a handicap spot if that's his only option. **Councilor LeBlanc** highlighted several areas around City Hall at the intersection of Middle Street and Dale Avenue there was a car parked up to the corner, with no sign that says "No parking here to the corner"; on Pleasant Street at Franklin Square it was the same situation. He conveyed that these parking situations are all over the city; and if they delete the parking in front of Mr. Asaro's business, they'd have to do the same for hundreds of parking spaces just in Ward 2 alone if adhering to no parking 20 feet to a corner.

Glen Asaro, 33 Pleasant Street, owner of Sunbanque, 156 Prospect Street, showed a series of photographs (not placed on file) to the Committee of the two parking spaces in front of his business from the corner of Friend Street and looking forward from Fears Court to Friend Street saying that there is adequate space for cars to get by and for an adequate line of sight for drivers saying that the photographs illustrate those facts. He expressed he understood customers with SUV's and pick-up trucks are an issue, advising he would have his employees ask those customers to move their vehicles to the rear parking lot which he pointed out gives customers no access into his business; that is, they must then walk down an inclined sidewalk on Friend Street to enter the business on Prospect Street. Referring to letters (emails) on file in support of leaving the parking spaces as is (which are designed as 15-minute parking only), he indicated that while some of these customers may not have handicap placards, they are elderly and find the sloped sidewalk to and from his parking lot difficult to traverse. For them the parking at the front of the building is important, and he asked that the parking remain in place. He reiterated that his employees would supervise the parking spaces; that if a customer has a large SUV or pick-up truck they'll ask them to park in their lot at the back of the building.

Joanne Senos, City Clerk, noted that there is a section in GCO Ch. 22 that allows for parking of compact cars only, and suggested this might assist the situation and a Councilor or Councilors could put in an Order to that effect. The Committee and **Councilor Hecht** briefly talked about whether it should be one compact car space or two with no firm commitment.

Larry Ingersoll, Traffic Commission member, explained that at the November 21, 2019 Commission meeting Commission touched on all of these concerns as expressed by the Councilors and Mr. Asaro.

Councilor LeBlanc suggested that this Council Order be withdrawn and that a new order be submitted for compact car parking. **Councilor Hecht** noted it is a concern -- Mr. Asaro doesn't want the spaces to go away, and that the self-policing very well could change habits. He agreed that his Councilor Order should be withdrawn. **Councilor Nolan** voiced his agreement saying he had no issue with this matter; that he would leave this up to the Ward Councilor.

COMMITTEE RECOMMENDATION: On a motion by Councilor LeBlanc, seconded by Councilor Nolan, the Ordinances & Administration Committee voted 3 in favor, 0 opposed, to withdraw CC2019-038 (Hecht) Amend GCO Ch. 22 "Traffic and Motor Vehicles" Sec. 22-280 "Fifteen-minute parking" by DELETING "Prospect Street, easterly side, from a distance of 15' from its intersection with Friend Street in a southerly direction for a distance of 33"; and amend Sec. 22-270 "Parking prohibited at all times" and Sec. 22-291 "Tow-away zones" by ADDING "Prospect Street, easterly side, from its intersection with Friend Street in a southerly direction to its intersection with Fears Court" without prejudice.

5. *CC2019-034 (LeBlanc/Nolan): request O&A and Traffic Commission review the parking at all times of motor vehicles and RV's on Western Avenue from the County Way Landing to the Avis R. Murray Tennis Courts (Cont'd from 10/15/19)*

Councilor LeBlanc advised that he went to the Traffic Commission to explain this matter and what he envisioned during Special Events, with designated vendor spots which need further discussion and consideration.

This matter is continued to February 3, 2020.

A motion was made, seconded and voted unanimously to adjourn the meeting at 6:50 p.m.

Respectfully submitted,

Dana C. Jorgensson

Clerk of Committees

DOCUMENTS/ITEMS SUBMITTED AT MEETING: None.